



Southern
Illinois
Railcar Co.

One Mark Twain Plaza, Suite #225
Edwardsville, IL 62025-1959

0100510002

Fred L. Parsons
President
(618) 656-2200
FAX (618) 656-2369

January 25, 1995

19194

Interstate Commerce Commission
Attention: Janice Fort
Recordations Unit
12th & Constitution Ave.
Washington, DC 20423

Dear Janice,

I am enclosing for ICC filing, four originals of a Memorandum of Lease. I have also enclosed our check in the amount of \$21.00 to cover the cost of the filing fee. Please forward three originals back to me at the address above.

Thank you for your attention in this matter.

Sincerely,

Gary J. Goodman
VP & Controller

Enclosure

19194

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Interstate Commerce Commission
Washington, D.C. 20423-0001

Office Of The Secretary

Gary J. Goodman
VP & Controller
Southern Illinois Railcar Co.
One Mark Twain Plaza, Ste. #225
Edwardsville, IL., 62025-1959

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 1/30/95 at 9:25AM, and
assigned recordation number(s). 19194.

Sincerely yours,

Vernon A. Williams
Vernon A. Williams
Secretary

Enclosure(s)

(0100510002)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

James M. Fort

19194

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of this 18TH day of November, 1994, by and between **SOUTHERN ILLINOIS RAILCAR COMPANY**, as agent for **C.K. INDUSTRIES, INC.** ("Lessor") and **ARCHER DANIELS MIDLAND COMPANY** ("Lessee").

WITNESSETH:

WHEREAS, Lessor has entered into a certain Railcar Lease Agreement with Lessee, dated as of OCTOBER 1, 1994 (the "Lease"), whereby Lessor thereunder agreed to lease to Lessee one hundred twenty-five (125), 4,750 cubic foot, 286,000 pound gross capacity, covered hopper railcars more particularly described on Schedule A attached hereto (the "Railcars"); and

WHEREAS, Lessor and Lessee have agreed to execute and file of public record this Memorandum with the Interstate Commerce Commission to provide public notice of certain terms of the Lease.

NOW, THEREFORE, for and in consideration of the Lease and the mutual covenants and agreements set forth therein, Lessor and Lessee hereby confirm for the purposes of this Memorandum the following terms of the Lease.

1. Term.

(a) Commencement, Renewal and Expiration. The term of the Lease with respect to any Railcar, and Lessee's obligation to pay rent for such Railcar, shall commence on the first day of the month following the month which the Railcar is delivered ("Delivery Date" as defined below). The Lease term with respect to all the Railcars shall be five (5) years commencing on the first day of the month following the month which the last car is delivered and ending on the last day of the sixtieth (60th) month. The last day of the term is herein referred to as the "Expiration Date." Except that Lessee can terminate the Lease after two (2) years upon 90 days' written notice prior to the last day of the twenty-fourth (24th) month from the commencement date as defined above.

(b) Delivery. Each Railcar shall be deemed delivered to Lessee on the date (the "Delivery Date") it arrives at the delivery point designated by Lessee to Lessor in writing. Lessor shall use its best efforts to deliver the Railcars during the months of October and November 1994. Lessor's obligation to furnish the Railcars shall be subject to all causes beyond Lessor's control.

(c) Acceptance. Each Railcar shall be deemed accepted unless Lessee reasonably rejects such Railcar after inspection and Lessee notifies Lessor in writing

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within fourteen (14) days of the Delivery Date and, in any event, a Railcar shall be deemed accepted if Lessee loads such Railcar. Railcars so inspected and accepted and any Railcars which Lessee does not elect to inspect upon delivery to Lessee shall be conclusively deemed to be accepted and meet all requirements of Lessee.

2. Insurance. Lessee shall at its expense carry and maintain on the Railcars while on Lessee's property or under Lessee's custody or control (i) all risk, physical loss and damage insurance and (ii) public liability insurance. Insurance policies shall be in such amounts and against risks customarily insured against by Lessee, and in no event shall provide less coverage (in terms of type, risks insured and amount) than Five Million Dollars (\$5,000,000). Lessee's policies shall name C.K. Industries, Inc. as Loss Payee and an additional insured and any owner of the Railcars and any lender holding a lien on such Railcars as an additional insureds and Lessor and any such lender shall be named as loss payees.

3. Lease Controls. Lessor and Lessee have executed this Memorandum for the sole purpose of filing of public record certain terms and covenants of the Lease as set forth herein. To the extent of any inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the day and year first above written.

Lessor:

Southern Illinois Railcar Company, as
agent for C.K. Industries, Inc.

By: 

Name: GARY J. GOODMAN

Title: VICE PRESIDENT

Lessee:

Archer Daniels Midland Company

By: 

Name: GERALD E STITT

Title: ASST VICE PRESIDENT-TRANSPORTATION

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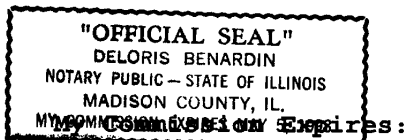
SCHEDULE A

CAR NUMBER	CARNUMBER	CAR NUMBER	CAR NUMBER
1 SIRX 475300	32 SIRX 475331	63 SIRX 475362	94 SIRX 475393
2 SIRX 475301	33 SIRX 475332	64 SIRX 475363	95 SIRX 475394
3 SIRX 475302	34 SIRX 475333	65 SIRX 475364	96 SIRX 475395
4 SIRX 475303	35 SIRX 475334	66 SIRX 475365	97 SIRX 475396
5 SIRX 475304	36 SIRX 475335	67 SIRX 475366	98 SIRX 475397
6 SIRX 475305	37 SIRX 475336	68 SIRX 475367	99 SIRX 475398
7 SIRX 475306	38 SIRX 475337	69 SIRX 475368	100 SIRX 475399
8 SIRX 475307	39 SIRX 475338	70 SIRX 475369	101 SIRX 475400
9 SIRX 475308	40 SIRX 475339	71 SIRX 475370	102 SIRX 475401
10 SIRX 475309	41 SIRX 475340	72 SIRX 475371	103 SIRX 475402
11 SIRX 475310	42 SIRX 475341	73 SIRX 475372	104 SIRX 475403
12 SIRX 475311	43 SIRX 475342	74 SIRX 475373	105 SIRX 475404
13 SIRX 475312	44 SIRX 475343	75 SIRX 475374	106 SIRX 475405
14 SIRX 475313	45 SIRX 475344	76 SIRX 475375	107 SIRX 475406
15 SIRX 475314	46 SIRX 475345	77 SIRX 475376	108 SIRX 475407
16 SIRX 475315	47 SIRX 475346	78 SIRX 475377	109 SIRX 475408
17 SIRX 475316	48 SIRX 475347	79 SIRX 475378	110 SIRX 475409
18 SIRX 475317	49 SIRX 475348	80 SIRX 475379	111 SIRX 475410
19 SIRX 475318	50 SIRX 475349	81 SIRX 475380	112 SIRX 475411
20 SIRX 475319	51 SIRX 475350	82 SIRX 475381	113 SIRX 475412
21 SIRX 475320	52 SIRX 475351	83 SIRX 475382	114 SIRX 475413
22 SIRX 475321	53 SIRX 475352	84 SIRX 475383	115 SIRX 475414
23 SIRX 475322	54 SIRX 475353	85 SIRX 475384	116 SIRX 475415
24 SIRX 475323	55 SIRX 475354	86 SIRX 475385	117 SIRX 475416
25 SIRX 475324	56 SIRX 475355	87 SIRX 475386	118 SIRX 475417
26 SIRX 475325	57 SIRX 475356	88 SIRX 475387	119 SIRX 475418
27 SIRX 475326	58 SIRX 475357	89 SIRX 475388	120 SIRX 475419
28 SIRX 475327	59 SIRX 475358	90 SIRX 475389	121 SIRX 475420
29 SIRX 475328	60 SIRX 475359	91 SIRX 475390	122 SIRX 475421
30 SIRX 475329	61 SIRX 475360	92 SIRX 475391	123 SIRX 475422
31 SIRX 475330	62 SIRX 475361	93 SIRX 475392	124 SIRX 475423
			125 SIRX 475424

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

On this 18th day of November, 1994, before me appeared GARY J. GOODMAN, to me personally known, who, being by me duly sworn, did say that he is the Vice President of SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and said GARY J. GOODMAN acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.



May 5, 1998

Deloris J. Benardin
Notary Public

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NOTARY PUBLIC
STATE OF ILLINOIS

STATE OF ILLINOIS

COUNTY OF MACON

SS

On this 13TH day of JANUARY

GERALD E STITT

AVP-TRANSPORTATION

of ARCHER DANIELS MIDLAND

COMPANY, an Illinois corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*** OFFICIAL SEAL ***
Patricia K. Kelley
 Notary Public, State of Illinois
 My Commission Expires 9/30/98

My Comm. Expires 9/30/98

OFFICIAL SEAL

Patricia K. Kelley

Notary Public, State of Illinois

My Subscription Expires 9/30/98

Patricia K Kelley
Notary Public

Notary Public

9-30-98

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